



**CITY OF CONROE  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSAL No. 2018 - 621  
RESIDENTIAL CURBSIDE TEXTILE RECYCLING SERVICE**

The City of Conroe is seeking proposals from qualified firms for Residential Curbside Textile Recycling Service, in accordance with the terms, conditions, and specifications contained in the Request for Proposals.

Sealed proposal documents must be clearly marked RFP2018 - 621, "Residential Curbside Textile Recycling Service", and delivered to the City of Conroe City Hall, Utility Billing Manager, 300 W. Davis Street, Conroe, TX 77305.

The deadline for submission of proposals is August 2, 2018, at 2:00 p.m. central standard time.

**Late Proposals will not be accepted and will be returned to the sender.**

It is the responsibility of the proposer to ensure all pages are included in the submission. All proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via email to [kcolville@cityofconroe.org](mailto:kcolville@cityofconroe.org).

The City of Conroe is exempt from all Federal and State Taxes.

The City of Conroe reserves the right to accept or reject any or all proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City.

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**SECTION 1  
PROJECT OVERVIEW**

- 1.1 The City of Conroe, is soliciting proposals from qualified proposers for its Residential Curbside Textile Recycling Service (“Project”).
- 1.2 This project will be a new service in the City of Conroe. The City seeks to reduce the amount of textile products that are disposed of at solid waste landfills by both encouraging textile reuse and recycling through community outreach, and also by recycling through a selected textile business.
- 1.3 The City of Conroe intends to award a contract for a period of not less than two (2) years, unless terminated earlier in accordance with provisions found elsewhere in the contract. The City shall have the option to renew the contract for three (3) consecutive one (1) year terms unless terminated in accordance with provisions found in the contract.
- 1.4 The method of award for this solicitation will be to the proposer with the highest ranking or scores, whom the City is able to negotiate an acceptable agreement. The City reserves the right to award parts of proposal, reject any or all proposals and to waive technical irregularities in the quotes.
- 1.5 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	July 12, 2018
b.	Deadline for Delivery of Questions	July 19, 2018
c.	Due Date and Time (for delivery of Proposals)	August 2 2018 By 2:00 p.m.
d.	Interviews (at City Hall, if needed)	August 9, 2018 City Hall 10:00 a.m.
e.	Final Evaluations	August 16, 2018 City Hall 2:00 p.m.

**1.6 Meeting Location**

- City Hall Third Floor Conference Room – located at 300 West Davis Street, Conroe, TX 77301

## **SECTION 2 SPECIAL TERMS AND CONDITIONS**

### **2.1 PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms who can provide Residential Curbside Textile Recycling.

The City expects each proposer to clearly outline its best and most comprehensive proposal in its Response, including detail such as staffing levels and equipment.

### **2.2 Eligibility**

To be eligible to respond to this Request for Proposals and be considered for award, the proposer must demonstrate to the satisfaction of the City that it has successfully provided services, similar in scope and complexity, as a provider of recycling and repurposing services, to a municipality, quasi-governmental organization, or a private organization.

### **2.3 LIMITATIONS**

The following limitations are applicable to this Solicitation:

- a. Subcontractors or sub-consultants are not allowed to be utilized under the contract that results from this solicitation.

### **2.4 RECORDS, ACCOUNTS, AND STATEMENTS**

The successful proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow, a certified auditor the ability to properly examine the records in order to certify a statement of the successful proposer's business with the City.

### **2.5 GENERAL STANDARDS**

The successful proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

## 2.6 DEFAULT

In the event the successful proposer defaults in the performance of the contract, the City shall have The following options:

- a. The City will give the successful proposer thirty (30) days written notice of default. If the problem is not resolved within the thirty (30) days, the City may immediately terminate the contract upon providing written notice of the proposer's failure to timely cure the default.
- b. The City may recover at law any and all claims that may be due to the City from the successful proposer.
- c. The successful proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the successful proposer in default hereunder.

## 2.7 INSURANCE

The selected proposer shall not commence any performance pursuant to the terms of this RFP until certification of proof of insurance has been received and approved by the City's Risk Manager or designee. The bidder shall procure and maintain, at its expense, during the term of this bid, at least the following insurance, covering work performed.

COVERAGE	LIMITS
A. Worker's Compensation	- As required by Texas Law
B. Employer's Liability	- \$ 500,000 each occurrence
C. Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D. Public Liability (Property damage)	- \$1,000,000 combined single limit
E. Automobile Liability (Bodily injury)	- \$ 200,000 each person
F. Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The proposer agrees to furnish insurance certificates, showing compliance with this section. **NO QUOTE WILL BE CONSIDERED FOR AWARD IF THE PROPOSER HAS NOT SUBMITTED AN INSURANCE FORM ALONG WITH THE PROPOSAL.**

## 2.8 CERTIFICATIONS

Any proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the proposer to perform the services described in this solicitation.

## 2.9 SUBCONTRACTING IS NOT ALLOWED

The City will not allow any subcontracting of the work to be performed under this contract. The selected proposer must perform the work with its own staff. During the performance of the contract, the City may occasionally allow the selected proposer to substitute some of its staff to account for unavailable individuals, but only with the written permission of the City.

## 2.10 QUESTIONS AND INQUIRES

Proposer's desiring further information or interpretation must request such information or Interpretation from:

### **Purchasing Questions:**

Kristina Colville, Purchasing Manager  
Office: 936-522-3830  
[kcolville@cityofconroe.org](mailto:kcolville@cityofconroe.org)

### **Technical Questions:**

Karl Brosch, Utility Billing Manager  
Office: 936-522-3171  
[kbrosch@cityofconroe.org](mailto:kbrosch@cityofconroe.org)

## 2.11 INFORMATION CLARIFICATION

Should a proposer discover a discrepancy or an omission in the plans or specifications, the proposer should notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered or binding.

## 2.12 INDEMNIFICATION

The proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the proposer, or (b) by any act, error or omission on the part of the proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the proposer, its agents, employees, or subcontractors.

## 2.13 CORRECTIONS

Erasures or other corrections in the proposal must be noted over the signature of the proposer.

#### 2.14 WITHDRAWAL OF QUOTES

Proposals may be withdrawn by written request dispatched for delivery in the normal course of business prior to the bid opening. The bid guaranty of any proposer withdrawing its bid in accordance with the above will be returned promptly.

#### 2.15 EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the requirements for ensuring that all employees and applicants for proposers employment are not discriminated against because of their age, race, color, creed, sex or national origin.

## **SECTION 3 SCOPE OF SERVICES**

### **3.1 GENERAL INFORMATION AND BACKGROUND**

The City of Conroe is looking for a qualified firm to implement curbside textile recycling for residents within its City limits. The selected proposer will furnish all personnel, supplies, and materials needed to complete the residential curbside textile recycling. The proposer will furnish all textile recycling containers to all residences within the City limits of Conroe. The proposer is responsible for weekly regular scheduled curbside collection service that coincides with regular solid waste and recycle collection service within the City limits. The collection of textile goods will be held on the same day that regular trash & recycle collection services are rendered.

The proposer will also be responsible for developing marketing and educational outreach programs for residents to inform them of the curbside textile recycling initiative and encourage them to participate. The proposer will also provide a designated business phone number and staff to respond to questions and/or comments from residents.

### **3.2 BASIC SERVICES**

The following is a list of the basic services the City requires the selected proposer to provide:

1. Delivery of textile recycling containers to each residence in the City of Conroe. The proposer will be responsible for all shipping and postage charges.
2. Weekly scheduled pickups of the textiles from residents in the city limits of Conroe.
3. NEED TO DEFINE WHAT WE MEAN BY RECYCLING TEXTILES
4. Marketing of the Residential Curbside Textile Recycling program to increase awareness among residents.
5. Must have a designated office and staff to provide and maintain customer service support to respond to questions, comments, and collection issues from the public.
6. Monthly & quarterly reporting of volume and weight of textiles collected and their disposition.
7. Provide textile recycling opportunities at three (3) special events.
8. Provide textile recycling services to all new locations annexed during the life of this contract agreement.

### **3.3 SELECTED PROPOSERS RESPONSIBILITY**

The selected proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the terms, conditions and specifications outlined in this Request for Proposal.

The selected proposer shall be responsible for obtaining all necessary permits, licenses, and /or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.



### 3.4 SUPERVISION

The selected proposer shall provide an adequate number of trained, qualified supervisors capable of providing adequate supervision to provide the services requested in this RFP. The City of Conroe shall not have responsibility for supervising or managing the selected proposer's staff.

Each supervisor shall be adequately trained and able to effectively communicate with City staff and residents.

The City may request the selected proposer to replace any supervisor if it's determined the individual is not performing the services in accordance with the terms and conditions of the contract.

### 3.5 EMPLOYEES

Persons employed by the select proposer in the performance of services pursuant to this proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older. The proposer is expected to be fully informed of labor conditions under which the work will be performed.

### 3.6 COMPLAINTS

Inspections by the City of Conroe may take place throughout the contract period. Customer service issues, including complaints, shall be documented and resolved within 24 hours of notification. The selected proposer shall maintain a daily customer service issue log and review the information with the City each month. The log shall list the name, address, current phone number, reason, and date of resolution. The proposer will also review the customer service log in quarterly meetings with the City of Conroe.

### 3.7 SECURITY AND IDENTIFICATION

The selected proposer shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State, and County rules, laws, and regulations.

Employees of the selected proposer serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

## **SECTION 4 RESPONSE REQUIREMENTS**

### **4.1 SUBMITTAL REQUIREMENTS**

In response to this solicitation, the proposer should return one (1) signed original solicitation summary, four (4) duplicate hard copies, and one (1) electronic PDF copy of your proposal on USB thumb drive or e-mailed to:  
Karl Brosch, City of Conroe Utility Billing Manager, 300 W. Davis, 1<sup>st</sup> floor, Conroe TX 77301. Sealed proposal packages must be clearly marked "Residential Curbside Textile Recycling Service RFP2018-621". The proposer should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password protect electronic documents. The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services.

### **4.2 REQUIRED INFORMATION**

In addition to the information required in Section 3, scope of Services, proposers must submit the following information with their proposals:

#### **a. SUBMITTAL FORMAT**

To facilitate and expedite the review, the City requires that all proposers follow the response format outlined below.. To assist you in preparing your response, the City selection procedures are also described. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

#### **b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW**

#### **TAB 1 – INTRODUCTION**

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. The letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, , and email address. The table of contents should follow the cover letter. Proposals shall be clearly marked proposal for "Residential Curbside Textile Recycling Service".

#### **TAB 2 – TABLE OF CONTENTS**

Include a clear identification of the material included in the proposal by page number.

#### **TAB 3 – MINIMUM QUALIFICATIONS**

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement (s):

- A. Must be registered with the Texas Secretary of State Corporation Division to do business in Texas.
- B. Proposer has provided textile recycling service for a minimum of two (2) municipalities for a period of at least one (1) year. Provide the following information for the qualifying clients.
  - 1. Name of client
  - 2. Location (City/State)
  - 3. Client contact name
  - 4. Contact Phone number
  - 5. Contact email
  - 6. Project dates (Start/End)
- C. Proposer must have been in business for a minimum of three (3) years. **Provide supporting documentation (state, county, or city business or occupational license) that confirms proposer or its owner(s) and/or principal(s) has been in business for a minimum of three (3) years.**

#### TAB 4 – PROPOSER’S INFORMATION

- A. Legal contracting name including any “dba” and state of organization or incorporation.
- B. Contact information for proposer’s corporation headquarters and local office (if any) to include name, phone number, e-mail, and mailing address.
- C. Contact information for proposer’s primary and secondary representative during this RFP process to include name, phone number, e-mail, and mailing address.
- D. Briefly summarize any current or pending litigation in which proposer is a party to.
- E. Provide details of any ownership changes to proposer’s organization in the past three (3) years or changes anticipated within six (6) months of the due date and time (e.g., mergers, acquisitions, changes in executive leadership).
- F. Provide the names of the persons who are officers or principles of the company.

#### TAB 5 – EXPERIENCE AND REFERENCES

- A. Provide a brief description of the firm, to include state of organization or incorporation, ownership structure of proposer’s company (e.g., Sole Proprietorship, Partnership, Limited Liability, Corporation) and its business philosophy.
- B. Submit a detailed narrative description documenting proposer’s overall background and experience in providing and operating residential curbside textile recycling service and include examples of initiatives in other cities or counties.
- C. Awards, certifications, or other related recognition that is related to residential curbside textile recycling.
- D. Submit a detailed narrative of the experience of the key personnel proposed by the proposer, including on-site supervisor(s) and manager(s).

- E. Submit up to five (5) client references for projects with similar scope as specified in this RFP who are agreeable to responding to an inquiry by the City. References should include the following information:
  - a. Organization name
  - b. Organization address
  - c. Contact name(s)
  - d. Contact phone number
  - e. Contact email address
  - f. Dates of service (start/end)
  - g. Scope of work (brief description)

#### TAB 6 – APPROACH AND IMPLEMENTATION

- A. Describe the overall approach to deliver residential curbside textile recycling service, and any unique strategies proposer proposes to implement. If the project will include varied methods of textile collection, describe each aspect and how they are coordinated into a comprehensive program.
- B. Describe how the proposer might address known textile waste collection problems in residential areas.
- C. Detail the proposed implementation plan and schedule. If the program is to be implemented in phases, detail how this will be accomplished.
- D. Describe the monetary benefits the City will receive.
- E. Provide a detailed explanation of the following:
  - a. Proposer's availability for meetings, general communications, coordination, and project supervision.
  - b. Proposer's plan to ensure attendance at any meetings desired or required by the City.
  - c. Proposer's plan to provide a point of contact such that accessibility and availability is ensured throughout the term of the agreement.

#### TAB 7 – OPERATIONAL PLAN

- A. Provide a business plan of no more than 8 pages that includes a description of the business model proposed, management strategies, strategies for maintenance and repairs of vehicles, and marketing/promotional strategies.
- B. Describe the methodology to be utilized by the project operator to monitor the collection schedules and maintain clean city streets.
- C. Describe how the proposer will address seasonal fluctuations in demand. Specifically address your ability to adjust for seasonal fluctuations and/or population growth.
- D. Detail proposer's sustainability plan for ongoing operations.
  - a. Describe the number and type of vehicles and fuels used for the operation.

- b. Describe the recycling plan, including what happens to the materials collected in terms of volumes resold and/or reused domestically versus export, recycling or up-cycling. Provide data on volume and tons for like size operations in the proposer's operations.
- E. Describe the type of data the proposer will collect on operations of the textile recycling program and how the proposer will report that data to the City. Provide an example of how those reports may look and the frequency with which they will be provided.
- F. Provide a detailed staffing plan for a month period (assuming one-month period is during a busy season). Staffing plan should include details of the number of full-time and part-time positions that will be required.
- G. Provide details of the general recruiting plan, strategies for hiring and retaining personnel and any benefits provided to your staff.
- H. Describe proposer's customer service practices, approaches, and resolving customer disputes.

TAB 8 – PRICING PROPOSAL

- A. This initiative is expected to be cost free to the City of Conroe. The selected proposer will be responsible for all fees associated with this project.

TAB 9 - REVENUE

- A. Provide a detailed breakdown of the type of revenue the City of Conroe will receive and how this revenue is calculated by the textile product retrieved from our residents.

TAB 10 – PROOF OF INSURANCE

- A. Provide your current insurance forms for the items below.
  - a. Worker's Compensation - As required by Texas Law
  - b. Employer's Liability - \$ 500,000 each occurrence
  - c. Public Liability (Bodily injury) - \$1,000,000 combined single limit
  - d. Public Liability (Property damage) - \$1,000,000 combined single limit
  - e. Automobile Liability (Bodily injury) - \$ 200,000 each person
  - f. Automobile Liability (Property damage)- \$ 50,000 each occurrence

## SECTION 5 THE EVALUATION PROCESS

### 5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this solicitation. A responsive proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### 5.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each proposer will be reviewed to determine if the proposer is a responsible proposer. A responsible proposer is a proposer whom the City affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the qualification requirements of this RFP.

### 5.3 EVALUATION CRITERIA

Proposals will be evaluated by an evaluation/selection committee that evaluate and rank on the criteria below. The evaluation/selection committee will be comprised of appropriate City personnel. The criteria are itemized with their maximum scores for a maximum total of one hundred (100) points per evaluation/selection committee member.

#### ***Best Value Selection Criteria:***

a) Revenue	15 Pts.
b) Qualifications and ability to perform	45 Pts.
d) References.	20 Pts.
e) Proof of Insurance	20 Pts.

### 5.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the evaluation/selection committee may choose to conduct an oral presentation with the proposer's that the evaluation/selection committee deems to warrant further consideration based on, among other consideration, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the evaluation/selection committee will perform a final review to re-evaluate, re-rate, and re-rank the proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the proposer's shall be considered a preliminary ranking until after the oral presentations are completed.

## 5.5 NEGOTIATIONS

If the City and the proposer(s) cannot reach an agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Administrator's or designee's discretion, begin negotiations with the next highest-ranked proposer(s). This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No proposer shall have any rights against the City arising from such negotiations or termination thereof.

## 5.6 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Council for approval. All proposers' will be notified when the committee makes an award recommendation. The contract award, if any, shall be made to the proposer whose proposal shall be deemed by the City to be the best interest of the City. The City's decision of whether to make the award and to which proposer shall be final.

**SECTION 6  
BID AGREEMENT AND CERTIFICATION**

**6.1 Bid Agreement and Certification:**

**The Undersigned Agrees That:**

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

**By my signature below I agree to comply with all the following specifications, terms and conditions pertaining to this Bid.**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name of Authorized Agent – Printed)

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

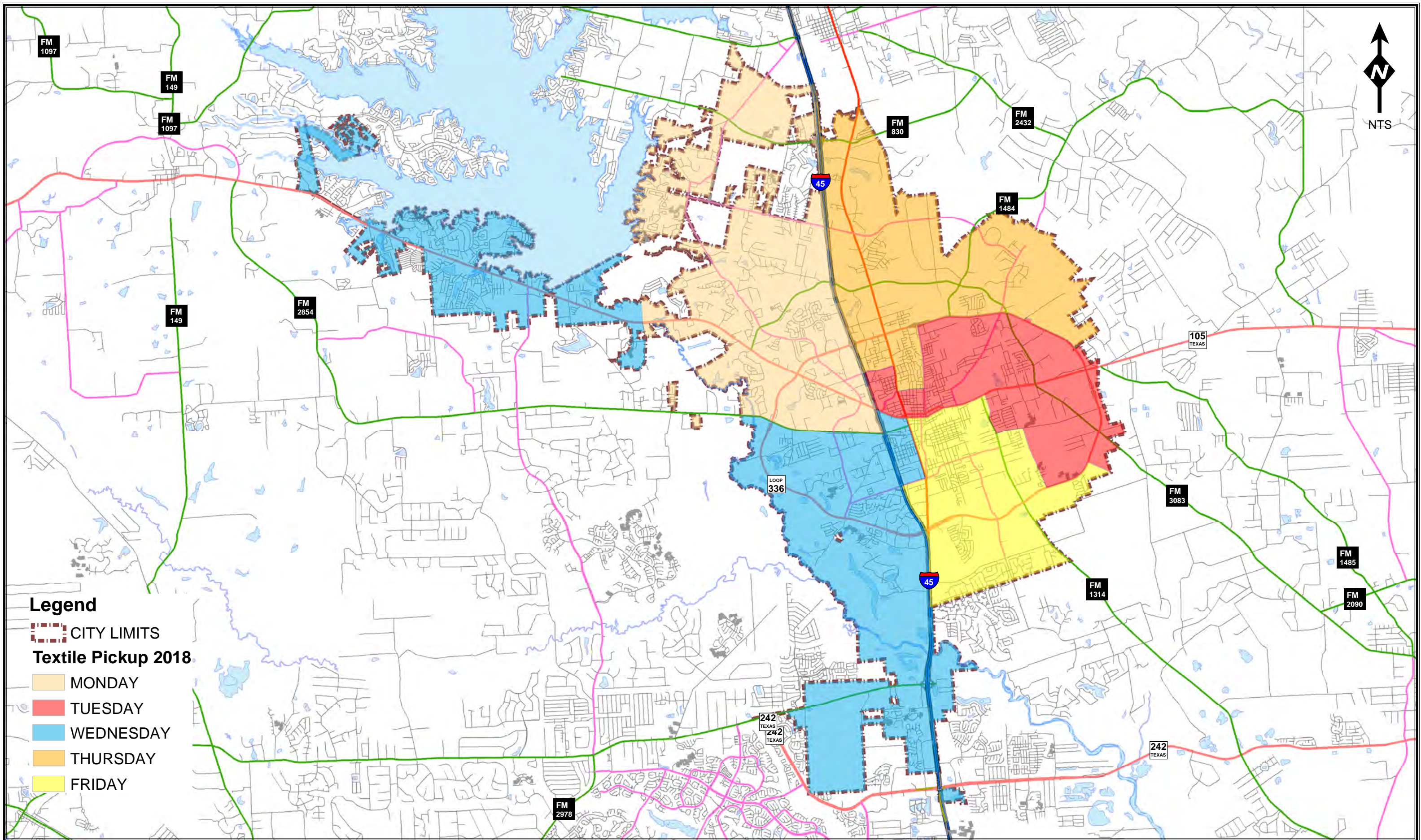
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(Phone)

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(E-Mail Address)





- Legend**
- CITY LIMITS
  - Textile Pickup 2018**
  - MONDAY
  - TUESDAY
  - WEDNESDAY
  - THURSDAY
  - FRIDAY

**UTILITY BILLING 2018  
RESIDENTIAL CURBSIDE TEXTILE RECYCLING SERVICE**